

REQUEST FOR PROPOSAL

RFP #2018-06



**PROPOSAL TO PREPARE RFP FOR DISASTER
RECOVERY DEBRIS REMOVAL MONITORING
AND CONSULTING SERVICES**

BID REGISTRATION

You MUST register using this form in order to receive notice of any addenda to these documents. Please fax the completed form to the Administrative Manager as soon as possible. It is the vendor's responsibility to verify if addenda have been issued.

Bid Number and Title: 2018-06 Proposal to write an RFP for Debris Removal and RFP for Monitoring Debris Removal

Description: The Town of Edisto Beach is seeking bids for two (2) written proposals; to prepare an RFP for Debris Recovery, Debris Clearance, Removal and Disposal Services as well as an RFP for Monitoring Debris Removal.

Receiving Period: Prior to June 29, 2018 at 2:00 p.m. (Please note that UPS and Fed EX do not guarantee next day delivery before 2:00 pm in this zip code)

Bid Opening: June 29, 2018, 2:30 p.m.

This form is for bid registration only. Please scroll down for additional information.

**BIDDER REGISTRATION
FAX THIS FORM BACK IMMEDIATELY
FAX: (843) 869-3855**

Carefully complete this form and fax it to the Administrative Manager. You must submit one form for each bid that you are registering for.

Company Name: _____

Contact Person: _____

Mailing Address: _____

City: State: Zip Code: _____

Phone: _____

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid where requested.

SEALED BID • DO NOT OPEN

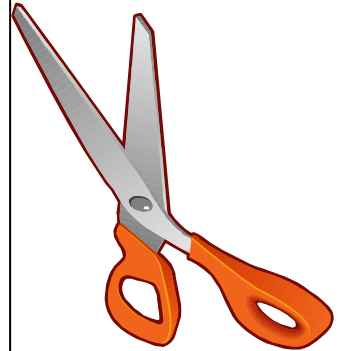
SEALED BID NO.: 2018-06_____

BID TITLE: Proposal to write an RFP for Debris Removal and RFP for Monitoring Debris Removal

DUE DATE/TIME: 2:00 pm June 29, 2018

SUBMITTED BY: _____
(Name of Company)

DELIVER TO: Town of Edisto Beach
Administrative Manager
2414 Murray Street
Edisto Beach, South Carolina 29438



**Town of Edisto Beach
Administrative Manager
Bid #2018-06**

**Proposal to write an RFP for Debris Removal and RFP for Monitoring Debris
Removal**

The Town of Edisto Beach is seeking bids for two (2) written proposals; to prepare an RFP for Debris Recovery, Debris Clearance, Removal and Disposal Services as well as an RFP for Monitoring Debris Service. Sealed bids will be received by the Administrative Manager, **prior to 2:00 p.m. on June 29, 2018**. Bids will be opened at 2:30 p.m., June 29, 2018.

Attached are important instructions and specifications regarding responses to this Bid. Failure to follow these instructions could result in Bid disqualification.

Bids may be mailed, express mailed or hand delivered to:

**Krystal Parsons
Town of Edisto Beach
Administrative Manager
2414 Murray Street
Edisto Beach, South Carolina 29438
(843) 869-2505 ext. 212**

TABLE OF CONTENTS

<u>Item</u>	<u>Page</u>
Bid Summary and Registration	2
Sealed Bid Label	3
Cover Sheet	4
Table of Contents	5
Bidder Instructions and General Information	6-10
Special Information	10
Bid Specification	11
Scope of Work	12-13
Certificate of Insurance Request	14
Bid Sheet	15

BIDDER INSTRUCTIONS AND GENERAL INFORMATION

BIDDER INSTRUCTIONS: To ensure acceptance of this bid, follow these instructions.

BID DOCUMENTS MUST BE DELIVERED TO THE ADMINISTRATIVE MANAGER PRIOR TO 2:00P.M. ON THE DATE SPECIFIED. THERE WILL BE NO EXCEPTIONS.

1. **EXECUTION OF BID:** Bid must contain an original signature of an authorized representative in the space provided on the signature page. Bid must be typed or printed in black ink. Erasable ink is not permitted. Corrections made by bidder to any bid entry must be initialed by the person who signs the bid.
2. **BID OPENING:** It is the responsibility of the bidder to assure that their bid is delivered at the proper time and place prior to the bid opening. All bid openings shall be public, at 2:00 p.m., on the date specified in the Notice to Bidders. Bids, which for any reason are not so delivered, will not be considered. **BID SUBMITTAL FORMS USING FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.**
NOTE: Bidders may call the Administrative Office for bid results. The telephone number is (843) 869-2505. Bid files may be examined during normal working hours by appointment.
3. **TAXES:** Bidders are responsible for the payment of any applicable taxes that are connected to the purchase of any materials or subcontractors used in the execution of this bid.
4. **MISTAKES:** Bidders are required to examine the specifications, delivery schedule, bid prices and all instructions pertaining to the requirements of this bid. Failure to do so will be at bidder's risk. In case of a mistake in extension of a unit price, the unit price will govern. Corrections made by bidder to any bid entry must be initialed by the person who signs the bid.
5. **INVOICING AND PAYMENT:** The successful bidder shall submit a properly certified invoice to the Town at the prices bid. **An original invoice shall be submitted to the Finance Department at 2414 Murray Street, Edisto Beach, South Carolina, 29438.** The vendor shall include the bid number and/or the purchase order number on all invoices. Invoices will be processed for payment when approved by the user department.
6. **CONFLICT OF INTEREST:** All bidders must disclose, with their bid, the name of any officer, director or agent who is also an employee of the Town or any of their agencies. Furthermore, all bidders must disclose the name of any Town employee who owns, directly or indirectly, any interest of any amount in the bidder's firms or any of their branches.
7. **WARRANTY:** Unless otherwise specified, the bidder agrees that the services furnished under this bid shall be covered by the most favorable commercial warranty the bidder gives to any customer for comparable services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Town by any other provision of this bid.

8. **ADDENDUM:** Any changes in the bid shall be made in the form of a written addendum by the User Department. No other person shall be authorized to make changes verbally or in writing. If an addendum is issued, the addendum sheet must be signed by the bidder and faxed to (843) 869-3855.
9. **LIABILITY:** The vendor shall hold and save the Town, its officers, agents and employees harmless from liability of any kind in the performance of this bid and against claims by third parties resulting from the supplier's breach of contract or the supplier's negligence.
10. **PATENTS AND ROYALTIES:** The bidder, without exception, shall indemnify and save harmless the Town and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented or non-patented invention, process, or article manufactured and used in the performance of this bid. If the bidder uses any design, device or material covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or material in any way involved in the work.
11. **SEALED BIDS:** All bid submittals must be completed and submitted in a sealed parcel. **(DO NOT INCLUDE MORE THAN ONE BID SUBMITTAL PER ENVELOPE. BID SUBMITTAL SHALL INCLUDE ONE (1) ORIGINAL)** the **Original** bid submittal(s) shall be submitted on the forms provided by the Town of Edisto Beach. All bids are subject to the conditions herein; failure to comply will subject bid to rejection.

GENERAL INFORMATION

1. **DEFINITIONS:** The term "Town" means the Town of Edisto Beach, South Carolina, and its authorized designees, agents or employees.
2. **AWARD(S):** The award of this bid shall be based on low bid meeting specifications and other criteria as specifically called out in this document. As the best interest of the town may require, the right is reserved to make award(s) by individual item, group of items or as indicated in the bid form; to reject all bids or waive any minor irregularities or technicalities in bids received. The Town will not accept the bid of vendors or contractors who are delinquent in the payment of taxes, licenses, or any other money due by them to the Town. This solicitation does not commit the Town to award a vendor or to pay for any costs incurred in the preparation of the bid; or to procure or contract for any articles of goods or services. In determining the lowest responsive and responsible bidder, in addition to price, the following may be considered:

The ability, capacity, equipment and skill of the bidder to fulfill the contract. Whether or not the bidder can fulfill the contract within the time specified, without delay or interference. The character, integrity, reputation, judgment, experience and efficiency of the bidder. The previous and existing compliance by the bidder with laws and ordinances relating to the contract. The sufficiency of the financial resources to fulfill the contract to provide the goods and/or services. The quality, availability and adaptability of the suppliers or contractual services to the particular use required. The ability of the bidder to provide future maintenance and service, as required or needed. The number and scope of conditions attached to the bid. Whether the bidder has failed

to fully perform prior contracts to the Town's satisfaction, or is past due, delinquent, or owes the Town any money of any type.

3. **NON-CONFORMANCE TO BID CONDITIONS:** Services not delivered as per delivery date in bid and purchase order may result in bidder being found in default, in which event any and all re-procurement costs may be charged against the defaulting vendor. This non-conformance to bid conditions may result in immediate cancellation of the purchase order.
4. **ASSIGNMENT:** Any contract issued pursuant to this bid and the monies which may become due herein is not assignable except with the prior written approval of the Town Administrator.
5. **DISPUTES:** In the event of any doubt or difference of opinion as to the methods provided herein, or the level of performance rendered, the decision of the user department director shall be final and binding on both parties.
6. **PLACING OF ORDERS:** The award of this bid does not constitute an order. Before any services can be performed, the successful bidder must receive written or oral notification in accordance with the practices of the User Department.
7. **PRECEDENCE:** Any requirement set forth in any section of the bid documents shall be binding as if called for by all sections. If there is a difference in the terms anywhere in this document, the most restrictive shall prevail.
8. **ADDITIONS/REVISIONS/DELETIONS:** Additions, revisions or deletions to the general conditions, specifications or bid price sheets that change the intent of the bid will cause the bid to be non-responsive and the bid will not be considered. The Town Administrator shall be the sole judge as to whether or not any addition, revision or deletion changes the intent of the bid.
9. **TERMINATION/SUSPENSION:** The Town Administrator reserves the right to terminate or suspend the award of this bid, in whole or in part, when it is in the best interest of the Town to do so. The Town Administrator will notify the vendor, in writing, of any such action with notice of the effective date of termination or suspension. This notice shall also specify the state of the work at the time of termination or suspension. If the User Department determines that the performance of the vendor does not comply with the bid requirements, the division may:
 - a. Immediately suspend the work; and
 - b. Notify the vendor of the non-performance with a requirement that the deficiency be corrected within ten (10) days of notification.
10. **SPECIFICATIONS:** The specifications and other bid documents upon which the prices in the vendor's bid proposal are based on, are hereby made a part of the purchase order by reference hereto.
11. **UNAUTHORIZED ALIEN(S):** The vendor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The Town shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the Town.

Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland

Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automated link to Federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.

If your company wishes to avail themselves of this program, you can register online for E-Verify at <https://www.vis-dhs.com/EmployerRegistration>, which provides instructions for completing the registration process. At the end of the registration process, you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as the employer, the SSA, and DHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best method by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit www.dhs.gov/e-verify or contact USCIS at **1-888-464-4218**.

12. **ANNUAL APPROPRIATIONS:** The vendor acknowledges that the Town, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted or the reduction of revenues for those budgeted agreements that may be available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Town's performance and obligation to pay under this agreement is contingent upon annual appropriation.
13. The Town does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or in the provision of goods and services.

SPECIAL INFORMATION

1. **INSURANCE:** The Contractor is responsible for procuring and maintaining for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. A Certificate of Insurance evidencing referenced coverages is to be submitted to the Town of Edisto Beach prior to being awarded any business. See attached Certificate of Insurance request for minimum insurance requirements
2. **SAFETY:** The Contractor is responsible for providing for the safety of all Contractor's or subcontractors personnel working in the Project Area.
4. **INVOICE PAYMENTS**
By signing and submitting an invoice the Contractor certifies that all work and/or materials have been completed in accordance with the Bid Documents.

2018-06 Proposal to write an RFP for Debris Removal and RFP for Monitoring Debris Removal

BID SPECIFICATIONS

General Qualifications for Contract Recipient

- a. A detailed, written statement is required of all bidders setting forth previous written RFP Debris Removal proposals (following all FEMA requirements) and RFP monitoring proposals.
- b. A list of at least three (3) references in SC where contractor has prepared solicitations for Municipalities or counties.

Further Understandings

A contract will be awarded which contains the following provisions:

- a. The Town reserves the right to extend this contract for four additional one (1) year terms or portions thereof. The total contract duration, with extensions, shall not exceed five (5) years. The Contractor shall respond within fifteen (15) days following the receipt of the Town's request for extension.
- b. RFP will also clearly define that the Town will make all decisions on which part of the contract to activate.

THE TOWN RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.

SCOPE OF WORK

The Town of Edisto Beach is requesting proposals from qualified and experienced consultants to assist the Town with writing an RFP for debris removal and recovery operations after a wind driven disaster or emergency as well as an RFP for Monitoring Debris Removal, so the Town can obtain an approval plan. The RFPs shall include project management, coordination of recovery activities necessary to meet FEMA eligible requirements for full reimbursement, coordination with FEMA and Town Staff, provide equipment and personnel in sufficient quantity to rapidly remove and dispose all storm related debris, coordination of monitors, data management, provide daily quantity and progress reports to Town Staff, community relations or any other tasks as directed by the Town Administrator or his designee.

All payments under the contract resulting from the Request for Proposal shall be made only for services requested and approved by the Town. There shall be no retainer paid to keep the contract in effect.

RFP for Preposition Disaster Recovery/Monitoring Contract to include:

1. Information gathering with Town representatives, explain FEMA's guidelines on Debris Removal and determine precise expectations of Town's Disaster Recovery, Emergency Response and Debris Removal Services Objectives.
2. FEMA guidance review and recommendation of objectives discussed above as well as Monitoring guidelines per FEMA.
3. Discussion with Colleton County Officials to determine locations of preferred disposal sites available to receive waste.
4. Develop and prepare draft: RFP of Instructions to Bidders, Scope of Work and Services, Contractor Qualifications, Form of Proposal, Compliance and assurances, and execution of Agreement, for potential bidders to meet recommendations and expectations. Prepare Public Notice of invitation to bid and bid instruction package.
5. Discussion with Local Government Representatives and Town Attorney (if requested) following the review of Draft documents.
6. Preparation of final document meeting recommendations and expectations.
7. Prepare Public Notice and Conduct Contractor solicitation
8. Conduct public pre-bid conference via teleconference
9. Assist potential bidders' discussions/clarification regarding bid documents, Town objections during bidding acceptance period.
10. Conduct public bid opening via teleconference
11. Prepare bid tabulations, review bid packages, due diligence of submitted information (conduct interviews of experience/ references provided by the potential primary and secondary bidder, evaluate and confirm insurance, bonding, equipment lists, subcontractor relationships), conduct search of US Government "List of Parties Excluded from Federal Procurement and Non-procurement Programs".
12. Prepare recommendation package and binder for Town Council and Town Officials.

Additional Information:

- ***ALL PROPOSALS SHALL BE VALID FOR 90 DAYS.***

Certificate of Insurance Request

In accordance with your agreement with the Town of Edisto Beach, a Certificate of Insurance evidencing the below referenced coverages is to be submitted to the Town of Edisto Beach prior to any services being performed.

The Certificate of Insurance must evidence the following coverages, and/or terms and conditions (these are minimum requirements) as marked below:

- Provide a Cancellation Clause giving 30 days prior written notice in the event of cancellation, non-renewal or material change in policy
- Name the Town of Edisto Beach as Additional Insured
- An Insurance Company Rating Classification of A+, A or A- (Excellent) with financial assets of at least \$100 million
- General Liability- Commercial General Liability Limit for bodily injury, personal injury and property damage \$1,000,000 per occurrence; \$2,000,000 aggregate other than products/completed operations. \$2,000,000 aggregate for products/completed operations.
- Worker's Compensation and Employers' Liability- Worker's Compensation limits as required by the laws of the State of South Carolina and Employers' Liability limits of \$100,000 per accident.
- Automobile Liability-\$1,000,000 combined single limit per accident for bodily injury and property damage
- Umbrella Liability- Combined Single Limit for bodily Injury, Property Damage, Personal & Advertising Injury of \$5,000,000 including Products/Completed Operations and Contractual
- Professional Liability- Limit of Liability per claim \$1,000,000.
- Certificate Holder should read:
 - o Town of Edisto Beach, 2414 Murray St. Edisto Beach, SC 29438

Please email Certificate of Insurance to the attention of:

Jennifer Daniels, Budget/Financial Analyst

jdaniels@townofedistobeach.com

Or fax to

843-869-3855

And follow with original via mail to same at:

Town of Edisto Beach, 2414 Murray St. Edisto Beach, SC 29438

BID SHEET

Bid #: 2018-06

Bid Title: Proposal to write an RFP for Debris Removal and RFP for Monitoring Debris Removal

RFP FOR DEBRIS REMOVAL_____

RFP FOR MONITORING DEBRIS
REMOVAL_____

CONSULTANT: _____

Authorized Representative

ADDRESS_____

TELEPHONE_____

CELL PHONE_____

FAX_____

EMAIL_____

By signing this I, _____ certify all information is true and correct.

Signed

Date

Print